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8 Attorneys for Plaintiff  
9 Bank of America N.A.

10  
11 UNITED STATES DISTRICT COURT

12  
13 NORTHERN DISTRICT OF CALIFORNIA

14  
15 BANK OF AMERICA N.A.,

16 Plaintiff,

17 vs.

18 AIU INSURANCE COMPANY, AIG  
TECHNICAL SERVICES, INC. and  
19 DOES 1 through 50, inclusive,

20 Defendants.  
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No. C 07-04638 JSW

**STIPULATION RE AGENCY  
RELATIONSHIP BETWEEN AIG  
TECHNICAL SERVICES, INC. AND AIU  
INSURANCE COMPANY**

1 WHEREAS, Bank of America NA ("Bank of America") sued AIU Insurance Company (AIU)  
2 and AIG Technical Services, Inc. ("AIG Tech") in the above captioned action ("this action");

3 WHEREAS, AIG Domestic Claims, Inc. ("AIG Domestic Claims") as successor to AIG Tech,  
4 answered the complaint;

5 WHEREAS, AIG Domestic Claims, Inc., through its counsel, requested Bank of America  
6 dismiss AIG Tech; and

7 WHEREAS, Bank of America is willing to dismiss AIG Tech without prejudice in exchange  
8 for the commitments made in this stipulation;

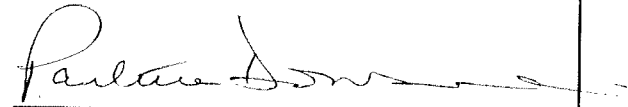
9 NOW, THEREFORE, THE PARTIES HEREBY STIPULATE, BY AND BETWEEN THEIR  
10 RESPECTIVE COUNSEL, AS FOLLOWS:

- 11 1. AIG Tech was the authorized claims representative for AIU with respect to  
12 Bank of America's claim for coverage for the action entitled *Sandoval/*  
13 *Gonzalez v. Bank of American and American Protective Services*, San Diego  
14 County Superior Court Case No. 725537 under AIU policy number BE 932-  
15 53-47. This fact shall be deemed established in this action. This stipulation  
16 shall be admissible to prove such fact, subject to AIU's right to object to the  
17 admission of such fact on the basis of relevance.
- 18 2. AIU will not withhold any documents from production which are responsive to  
19 document requests propounded on AIU, and/or as part of AIU's initial  
20 disclosures on the ground that they are within the care, custody and control of  
21 AIG Tech and/or AIG Domestic Claims, and not within the care, custody and  
22 control of AIU.
- 23 3. AIU will not require Bank of America to subpoena documents or witnesses  
24 from AIG Tech and/or AIG Domestic Claims. If Bank of America desires to  
25 serve a subpoena for deposition of a witness from AIG Tech and/or AIG  
26 Domestic Claims who is a current employee of AIG Domestic Claims, Kevin  
27 McCurdy, counsel for AIU, agrees to accept service by mail or electronic mail  
28 of such a subpoena on behalf of AIG Tech and/or AIG Domestic Claims.

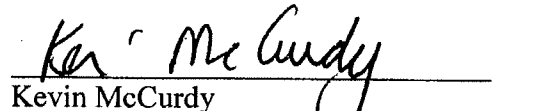
- 1           4.           The agreements in paragraphs (2) and (3) above are made subject to AIU's  
2                           right to assert objections to any subpoena on grounds other than that the  
3                           documents are within the care, custody or control of AIG Tech and/or AIG  
4                           Domestic Claims, and not within the care, custody and control of AIU.  
5           5.           In exchange for the above commitments from AIU, Bank of America will  
6                           dismiss without prejudice AIG Tech from this action.

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8  
9   So Stipulated.

10  
11   Date: 1-4-08

  
Paulette Donsavage  
Counsel for Bank of America

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13  
14   Date: 1-4-08

  
Kevin McCurdy  
Counsel for AIU Insurance Company and  
AIG Domestic Claims, Inc., as successor  
to AIG Technical Services, Inc.

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